

Purchase Contract; and (iv) that as of the date hereof it has fully performed its obligations under the Purchase Contract.


This Agreement may be executed in counterparts, and facsimile signature shall be deemed sufficient as originals.

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the day first above written.


Assignor:  
MAJ Investment LLC, LLC

Assignee:  
1025 Mass Ave, LLC

By:   
Matthew P. Maggiore, Manager

By:   
Matthew P. Maggiore, Manager

Seller:  
1021 Massachusetts Avenue L.L.C.

By:   
Edward Chaglassian, hereunto duly authorized



## **ASSIGNMENT OF PURCHASE AND SALE AGREEMENT**

THIS ASSIGNMENT OF PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of this 25th day of April, 2022 by MAJ Investment LLC, a Massachusetts limited liability company with a principal office at 13 Wheeling Avenue, Woburn, Massachusetts 01801 ("Assignor") and 1025 Mass Ave, LLC, a Massachusetts limited liability company with a business address of 13 Wheeling Avenue, Woburn, Massachusetts 01801 ("Assignee").

### **WITNESSETH:**

WHEREAS, Assignor entered into that certain Purchase and Sale Agreement dated July 31, 2021, as amended ("Purchase Contract") with Jonathan Nyberg and Sara Q. Dolan of 30 Lake Shore Drive, Arlington, Massachusetts ("Seller") regarding the property at 1025-1027 Massachusetts Avenue, Arlington, Massachusetts;

WHEREAS, Assignor desires to assign all of its rights and obligations under the Purchase Contract to Assignee, and Assignee is willing to accept and assume all of Assignor's rights and obligations under the Purchase Contract, pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Effective on the date of this Agreement, pursuant and subject to Section 31 of the Purchase Contract, Assignor assigns to the Assignee all of its rights, title and interest in the Purchase Contract, and this Assignment includes, but is not limited to, all documents, duties, contracts, deposits and obligations of the Assignor related to the Purchase Contract.
2. Effective on the date of this Agreement, the Assignee assumes all of the rights, title, interest, duties, contracts, deposits and obligations of Assignor as set forth in the Purchase Contract, and the documents referred to therein.
3. Effective on the date of this Agreement, the Seller under the Purchase Contract consents to the assignment and acknowledges that the Assignee shall be entitled to the benefit of all of the rights, obligations and agreements, including, without limitation, the benefit of all representations and warranties made by Seller therein, under the Purchase Contract as if the Assignee had been named as the "Buyer" in the Purchase Contract.
4. Assignor hereby represents based on its actual knowledge as of the date hereof (i) that it has all of the necessary right, power, and authority to assign the Purchase Contract; (ii) that the Purchase Contract is being assigned to the Assignee hereby free and clear of all liens, restrictions, and encumbrances except of record title; (iii) no other person or entity has any, option, right of first refusal or similar right to acquire the Purchase Contract; and (iv) that as of the date hereof it has fully performed its obligations under the Purchase Contract

This Agreement may be executed in counterparts, and facsimile signature shall be deemed sufficient as originals.

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the day first above written.

Assignor:  
MAJ Investment LLC, LLC

By:   
Matthew P. Maggiore, Manager

Assignee:  
1025 Mass Ave, LLC

By:   
Matthew P. Maggiore, Manager

Seller:

  
Jonathan Nyberg

  
Sara Q. Dolan

FIRSTAMENDMENT TO  
PURCHASE AND SALE AGREEMENT

This FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT ("First Amendment")<sup>9/3/2021</sup> made and dated as of the day of September 2021, by and between Jonathan Nyberg and Sara Q. Dolan of 30 Lake Shore Drive, Arlington, Massachusetts, hereinafter called "Seller" and MAJ Investment LLC, a Massachusetts limited liability company with a principal office at 13 Wheeling Avenue, Woburn, Massachusetts 01801 or its nominee, hereinafter called "Buyer".

WHEREAS, SELLER and BUYER have entered into a Purchase and Sale Agreement dated July 31, 2021 (the "Agreement") for the purchase and sale of that certain premises described in the Agreement; and

WHEREAS, Buyer is undertaking its due diligence and has determined that it desires to undertake sampling of the soil gas at the Property.

WHEREAS, Buyer and Seller desire the amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained hereto, the parties agree as follows:

1. Section 22. Due Diligence Periods. Seller and Buyer agree to delete Section 22 in its entirety and replace it with the following:

**DUE DILIGENCE PERIODS.** Buyer shall have until the (i) first business day that is forty five (45) days after the full execution of this First Amendment to complete its due diligence investigations with respect to environmental matters and (ii) first business day that is ninety (90) days after the full execution of this First Amendment to complete all other due diligence investigations with respect to the transaction contemplated hereunder (each such period being hereinafter referred to as the "Due Diligence Period"). During the applicable Due Diligence Period, and subject to the provisions of paragraph 28 hereof, Buyer shall review and investigate to its satisfaction in its sole discretion all matters relating to the transaction contemplated hereunder and the Premises which Buyer shall deem appropriate, including without limitation the physical condition of the Premises,

utilities serving the Premises, permitting matters, title, boundaries, access, environmental matters including, without limitation hazardous waste and materials and contamination, use potential, and locations of structures, easements, utilities and roads. Buyer shall prosecute its due diligence investigations with diligence and on Seller's request therefor, shall keep Seller informed as to actions taken. Buyer may undertake soil gas sampling and may request approval for other sampling if Buyer determines it is necessary. In all events, Buyer shall keep any and all sampling results confidential and shall only disclose results to Seller if requested to in writing by Seller.

2. As modified by the provisions contained herein, the Agreement shall remain in full force and effect.
3. This First Amendment may be executed in counterparts and by facsimile or electronic signatures and shall be deemed an original agreement for all purposes.

*[Signature Page Follows]*

EXECUTED AS SEALED INSTRUMENT AS OF THE DATE FIRST ABOVE WRITTEN:


9/3/2021

Executed under seal as of the day of September 2021.

**SELLER:**

DocuSigned by:  
  
CC941CC8074142B...

**Jonathan M. Nyberg**

DocuSigned by:  
  
ADF4FF137716487...

**Sara Q. Dolan**

**BUYER:**

**MAJ Investment LLC**

DocuSigned by:  
  
E496B845D05E489

By:

**Matthew P. Maggiore, its Manager**

FIRSTAMENDMENT TO  
PURCHASE AND SALE AGREEMENT

This ~~FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT~~ <sup>9/3/2021</sup> (“First Amendment”) made and dated as of the day of September 2021, by and between 1021 Massachusetts Avenue L.L.C., a Delaware limited liability company with a usual place of business at 1021 Massachusetts Avenue, Arlington, MA, hereinafter called “Seller” and MAJ Investment LLC, a Massachusetts limited liability company with a principal office at 13 Wheeling Avenue, Woburn, Massachusetts 01801 or its nominee, hereinafter called “Buyer”.

WHEREAS, SELLER and BUYER have entered into a Purchase and Sale Agreement dated July 31, 2021 (the “Agreement”) for the purchase and sale of that certain premises described in the Agreement; and

WHEREAS, Buyer is undertaking its due diligence and has determined that it desires to undertake sampling of the soil gas at the Property.

WHEREAS, Buyer and Seller desire the amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained hereto, the parties agree as follows:

1. Section 22. Due Diligence Periods. Seller and Buyer agree to delete Section 22 in its entirety and replace it with the following:

**DUE DILIGENCE PERIODS.** Buyer shall have until the (i) first business day that is forty five (45) days after the full execution of this First Amendment to complete its due diligence investigations with respect to environmental matters and (ii) first business day that is ninety (90) days after the full execution of this First Amendment to complete all other due diligence investigations with respect to the transaction contemplated hereunder (each such period being hereinafter referred to as the “Due Diligence Period”). During the applicable Due Diligence Period, and subject to the provisions of paragraph 28 hereof, Buyer shall review and investigate to its satisfaction in its sole discretion all matters relating to the transaction contemplated hereunder and the Premises which Buyer shall deem



appropriate, including without limitation the physical condition of the Premises, utilities serving the Premises, permitting matters, title, boundaries, access, environmental matters including, without limitation hazardous waste and materials and contamination, use potential, and locations of structures, easements, utilities and roads. Buyer shall prosecute its due diligence investigations with diligence and on Seller's request therefor, shall keep Seller informed as to actions taken. Buyer may undertake soil gas sampling and may request approval for other sampling if Buyer determines it is necessary. In all events, Buyer shall keep any and all sampling results confidential and shall only disclose results to Seller if requested to in writing by Seller.

2. As modified by the provisions contained herein, the Agreement shall remain in full force and effect.
3. This First Amendment may be executed in counterparts and by facsimile or electronic signatures and shall be deemed an original agreement for all purposes.

*[Signature Page Follows]*




EXECUTED AS SEALED INSTRUMENT AS OF THE DATE FIRST ABOVE WRITTEN:  
9/3/2021

Executed under seal as of the day of September 2021.


SELLER:

1021 Massachusetts Avenue L.L.C.

By:   
Edward Chaglassian, hereunto duly authorized

BUYER:

MAJ Investment LLC

By:   
Matthew P. Maggiore, hereunto duly authorized

**SECOND AMENDMENT TO  
PURCHASE AND SALE AGREEMENT**

This SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Second Amendment") made and dated as of the    day of November 2021, by and between 1021 Massachusetts Avenue L.L.C., a Delaware limited liability company with a usual place of business at 1021 Massachusetts Avenue, Arlington, MA, hereinafter called "Seller" and MAJ Investment LLC, a Massachusetts limited liability company with a principal office at 13 Wheeling Avenue, Woburn, Massachusetts 01801 or its nominee, hereinafter called "Buyer".

WHEREAS, SELLER and BUYER have entered into a Purchase and Sale Agreement dated July 31, 2021, as amended by First Amendment to Purchase and Sale Agreement (the "Agreement") for the purchase and sale of that certain premises located at 1021 Massachusetts Avenue, Arlington, Massachusetts and described in the Agreement; and

WHEREAS, Buyer desires to undertake further due diligence regarding the environmental condition of the Property;

WHEREAS, Buyer and Seller desire to address the allocation of future costs, if any, in connection with the environmental condition of the Property, as set forth below in Section 2 of this Second Amendment;

WHEREAS, Buyer and Seller desire to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained hereto, the parties agree as follows:

1. Section 22. Due Diligence Periods. Seller and Buyer agree to delete Section 22 in its entirety and replace it with the following:

**DUE DILIGENCE PERIODS.** Buyer shall have until December 17, 2021 to complete due diligence investigations with respect to the transaction contemplated hereunder (the "Due Diligence Period"). During the applicable Due Diligence Period, and subject to the provisions of paragraph 28 hereof, Buyer shall review and investigate to its satisfaction in its sole discretion all matters relating to the transaction contemplated hereunder and the Premises which Buyer shall deem

appropriate, including without limitation the physical condition of the Premises, utilities serving the Premises, permitting matters, title, boundaries, access, environmental matters including, without limitation hazardous waste and materials and contamination, use potential, and locations of structures, easements, utilities and roads. Buyer shall prosecute its due diligence investigations with diligence and on Seller's request therefor, shall keep Seller informed as to actions taken. Buyer may undertake groundwater sampling. In all events, Buyer shall keep any and all sampling results confidential and shall only disclose results to Seller if requested to in writing by Seller.

2. Section 16, Adjustments. Seller and Buyer agree to add to Section 16 the following:

At closing, the Seller shall place \$25,000.00 into escrow, to be held by Bruce E. Linsky, Attorney for the Seller (the "Escrow Agent"). Based on actual expenses related to compliance with applicable regulations and/or remedial actions regarding the environmental condition of the Premises and the Adjoining Parcel, as evidenced by invoices to be shared and approved by the Escrow Agent, the Buyer may use the escrowed funds to pay for such costs. Any funds not drawn by receipt of an occupancy permit for the development to be constructed on the Premises and Adjoining Parcel shall be refunded to the Seller. For clarity, expenses related to compliance with applicable regulations and/or remedial actions regarding the environmental condition of the Premises and the Adjoining Parcel shall be divided equally among Seller, Buyer and the owner of the Adjoining Parcel. In all events, Seller's sole responsibility for any expenses Buyer may incur in connection with the environmental condition of the Premises after Closing shall be limited to this \$25,000.00 escrow.

3. As modified by the provisions contained herein, the Agreement shall remain in full force and effect.
4. This Second Amendment may be executed in counterparts and by facsimile or electronic signatures and shall be deemed an original agreement for all purposes.
5. All terms used in this Second Amendment shall have the same meaning ascribed to them in the Agreement, except as amended in this Second Amendment.



*[Signature Page Follows]*

EXECUTED AS SEALED INSTRUMENT AS OF THE DATE FIRST ABOVE WRITTEN:

SELLER:

1021 Massachusetts Avenue L.L.C.

DocuSigned by:  
By: Edward Chaglassian  
A876929429F9425  
Edward Chaglassian, hereunto duly authorized  
11/11/2021

BUYER:

MAJ Investment LLC

DocuSigned by:  
By: Matthew P. Maggiore  
18A43BC0154B400  
Matthew P. Maggiore, hereunto duly authorized  
11/11/2021

**SECONDA MENDMENT TO  
PURCHASE AND SALE AGREEMENT**

This SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT ("First Amendment") made and dated ~~as~~ of the    day of November 2021, by and between Jonathan Nyberg and Sara Q. Dolan of 30 Lake Shore Drive, Arlington, Massachusetts, hereinafter called "Seller" and MAJ Investment LLC, a Massachusetts limited liability company with a principal office at 13 Wheeling Avenue, Woburn, Massachusetts 01801 or its nominee, hereinafter called "Buyer".

WHEREAS, SELLER ~~and~~ BUYER have entered into a Purchase and Sale Agreement dated July 31, 2021, as amended (the "Agreement") for the purchase and sale of that certain premises described in the Agreement; and

WHEREAS, Buyer desires to undertake further due diligence regarding the environmental condition of the Property;

WHEREAS, Buyer and Seller desire to address the allocation of future costs, if any, in connection with the environmental condition of the Property;

WHEREAS, Buyer and Seller desire to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained hereto, the parties agree as follows:

1. Section 22. Due Diligence Periods. Seller and Buyer agree to delete Section 22 in its entirety and replace it with the following:

**DUE DILIGENCE PERIODS.** Buyer shall have until December 17, 2021 to complete due diligence investigations with respect to the transaction contemplated hereunder (the "Due Diligence Period"). During the applicable Due Diligence Period, and subject to the provisions of paragraph 28 hereof, Buyer shall review and investigate to its satisfaction in its sole discretion all matters relating to the transaction contemplated hereunder and the Premises which Buyer shall deem appropriate, including without limitation the physical condition of the Premises, utilities serving the Premises, permitting matters, title, boundaries, access, environmental matters including, without limitation hazardous waste and



materials and contamination, use potential, and locations of structures, easements, utilities and roads. Buyer shall prosecute its due diligence investigations with diligence and on Seller's request therefor, shall keep Seller informed as to actions taken. Buyer may undertake groundwater sampling. In all events, Buyer shall keep any and all sampling results confidential and shall only disclose results to Seller if requested to in writing by Seller.

2. Section 16, Adjustments. Seller and Buyer agree to add to Section 16 the following:

The Buyer shall receive a \$25,000 credit toward the purchase price in the event Buyer has to incur any expenses in connection with the environmental condition of the Premises after Closing. Buyer agrees Seller's sole responsibility for any expenses Buyer may incur in connection with the environmental condition of the Premises after Closing shall be limited to this \$25,000 credit.

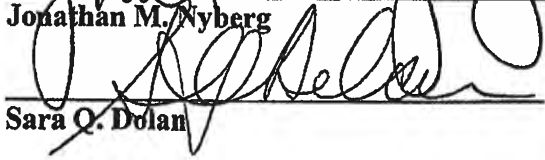
3. As modified by the provisions contained herein, the Agreement shall remain in full force and effect.
4. This Second Amendment may be executed in counterparts and by facsimile or electronic signatures and shall be deemed an original agreement for all purposes.

*[Signature Page Follows]*

EXECUTED AS SEALED INSTRUMENT AS OF THE DATE FIRST ABOVE WRITTEN:

SELLER:

  
Jonathan M. Nyberg

  
Sara Q. Dolan

BUYER:

MAJ Investment LLC

By:   
Matthew P. Maggione, its Manager



THIRD AMENDMENT TO  
PURCHASE AND SALE AGREEMENT

This THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Third Amendment") is made and dated as of the 8<sup>th</sup> day of February 2022, by and between 1021 Massachusetts Avenue L.L.C., a Delaware limited liability company with a usual place of business at 1021 Massachusetts Avenue, Arlington, MA, hereinafter called "Seller" and MAJ Investment LLC, a Massachusetts limited liability company with a principal office at 13 Wheeling Avenue, Woburn, Massachusetts 01801 or its nominee, hereinafter called "Buyer".

WHEREAS, SELLER and BUYER have entered into a Purchase and Sale Agreement dated July 31, 2021, as amended (the "Agreement") for the purchase and sale of that certain premises described in the Agreement; and

WHEREAS, Buyer have commenced the process of obtaining Final Approvals, and it is apparent that the time frames to obtain Final Approvals is not adequate and Buyer and Seller desire the amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained hereto, the parties agree as follows:

1. Section 8. Time For Performance; Delivery of Deed. Seller and Buyer agree to amend Section 8 by deleting it in its entirety and replacing it with the following:

Such deed is to be delivered at One o'clock P.M. on January 23, 2023 (the "Closing Date") at the office of Seller's counsel, Bruce Linsky in ~~Arlington~~ <sup>Newton</sup>, Massachusetts or, at Buyer's election, exercisable by written notice to Seller given at least two (2) days prior to the Closing Date, at the offices of Buyer's lender's attorney located in Middlesex County, Massachusetts (the identity of Buyer's lender's attorney and the location of his offices to be specified in such notice), unless otherwise agreed upon in writing. Time is of the essence of this Agreement. Notwithstanding the foregoing, Buyer may notify the Seller in writing and the Closing Date shall be advanced and scheduled on the next business day that is seven (7) days after the date of Seller's receipt of such notice. If the Buyer shall not have obtained the Requisite Permits as set forth in Paragraph 26 (b) herein at least thirty (30) days prior to the Closing Date despite having used reasonable efforts, then the Buyer shall have the right to extend the Closing Date up to six (6) consecutive 30-day periods by written notice to Seller given prior to the Closing Date or the extended closing date, as the case may be.



An additional \$10,000.00 from the deposit will become non-refundable (provided no Seller default), and released to Seller on the first (1st) day of each subsequent month beyond January 1, 2023, but applicable to the purchase price, for each of the one (1) month extensions so exercised, with seven (7) days notices for each extension Buyer wishes to exercise provided in writing to Seller. If Buyer exercises its further rights to extend the Closing Date beyond January 23, 2023 as provided above, the Closing date shall be on or before thirty (30) days after Buyer has obtained the Requisite Permits.

2. Section 7. Deposit. Seller and Buyer agree to amend Section 7 by increasing the Deposit by \$10,000 so that the total deposit is \$110,000 with an additional \$2,085,000 due at the time of performance, subject to adjustments as provided in the Agreement. The additional \$10,000 deposit shall be made within two business days of the full execution of this Third Amendment.
3. Section 17. Deposit. Seller and Buyer agree to amend Section 17 by deleting the deposit forfeiture chart and replacing it with the following:

Termination Date	Return to Buyer	Forfeit to Seller
Prior to expiration of Due Diligence Period	\$100,000	\$0
After expiration of Due Diligence Period	\$85,000.00	\$15,000.00
After February 15, 2022	\$85,000.00	\$25,000.00
After June 15, 2022	\$75,000.00	\$35,000.00
After August 1, 2022	\$72,500.00	\$37,500.00
September 1, 2022	\$70,000.00	\$40,000.00
October 1, 2022	\$67,500.00	\$42,500.00
November 1, 2022	\$65,000.00	\$45,000.00
December 1, 2022	\$62,500.00	\$47,500.00



January 1, 2023

\$60,000.00

\$50,000.00

Buyer acknowledges that as of the date of this Third Amendment, \$15,000 of the Deposit has been forfeited as provided in the Agreement.

4. As modified by the provisions contained herein, the Agreement shall remain in full force and effect.
5. This Third Amendment may be executed in counterparts and by facsimile or electronic signatures and shall be deemed an original agreement for all purposes.


*[Signature Page Follows]*



EXECUTED AS SEALED INSTRUMENT AS OF THE DATE FIRST ABOVE WRITTEN:

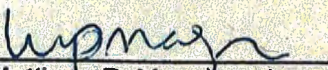
SELLER:

1021 Massachusetts Avenue L.L.C.

By:   
Edward Chaglassian, hereunto duly authorized

BUYER:

MAJ Investment LLC

By:   
Matthew P. Maggiore, hereunto duly authorized



**THIRD AMENDMENT TO  
PURCHASE AND SALE AGREEMENT**

This ~~THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT~~ <sup>2/9/2022</sup> ("Third Amendment") is made and dated as of the day of January 2022, by and between Jonathan Nyberg and Sara Q. Dolan of 30 Lake Shore Drive, Arlington, Massachusetts, hereinafter called "Seller" and MAJ Investment LLC, a Massachusetts limited liability company with a principal office at 13 Wheeling Avenue, Woburn, Massachusetts 01801 or its nominee, hereinafter called "Buyer".

WHEREAS, SELLER and BUYER have entered into a Purchase and Sale Agreement dated July 31, 2021, as amended (the "Agreement") for the purchase and sale of that certain premises described in the Agreement; and

WHEREAS, Buyer have commenced the process of obtaining Final Approvals, and it is apparent that the time frames to obtain Final Approvals is not adequate and Buyer and Seller desire the amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained hereto, the parties agree as follows:

1. Section 8. Time For Performance; Delivery of Deed. Seller and Buyer agree to amend Section 8 by deleting it in its entirety and replacing it with the following:

Such deed is to be delivered at One o'clock P.M. on January 23, 2023 (the "Closing Date") at the office of Seller's counsel, Robert J. Annese in Arlington, Massachusetts or, at Buyer's election, exercisable by written notice to Seller given at least two (2) days prior to the Closing Date, at the offices of Buyer's lender's attorney located in Middlesex County, Massachusetts (the identity of Buyer's lender's attorney and the location of his offices to be specified in such notice), unless otherwise agreed upon in writing. Time is of the essence of this Agreement. Notwithstanding the foregoing, Buyer may notify the Seller in writing and the Closing Date shall be advanced and scheduled on the next business day that is seven (7) days after the date of Seller's receipt of such notice. If the Buyer shall not have obtained the Requisite Permits as set forth in Paragraph 26 (b) herein at least thirty (30) days prior to the Closing Date despite having used reasonable efforts, then the Buyer shall have the right to extend the Closing Date up to six (6) consecutive 30-day periods by written notice to Seller given prior to the Closing Date or the extended closing date, as the case may be. An additional \$10,000.00 from the deposit will become non-refundable (provided no Seller default), but applicable to the purchase price, for each of the one (1) month extensions so exercised. If Buyer

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exercises its further rights to extend the Closing Date beyond January 23, 2023 as provided above, the Closing date shall be on or before thirty (30) days after Buyer has obtained the Requisite Permits.

2. Section 7. Deposit. Seller and Buyer agree to amend Section 7 by increasing the Deposit by \$10,000 so that the total deposit is \$110,000 with \$2,340,000 due at the time of performance subject to adjustments as provided in the Agreement. The additional \$10,000 deposit shall be made within two business days of the full execution of this Third Amendment.
3. Section 17. Deposit. Seller and Buyer agree to amend Section 17 by deleting the deposit forfeiture chart and replacing it with the following:

<b>Termination Date</b>	<b>Return to Buyer</b>	<b>Forfeit to Seller</b>
Prior to expiration of Due Diligence Period	\$100,000	\$0
After expiration of Due Diligence Period	\$85,000.00	\$15,000.00
After February 15, 2022	\$85,000.00	\$25,000.00
After June 15, 2022	\$75,000.00	\$35,000.00
After August 1, 2022	\$72,500.00	\$37,500.00
September 1, 2022	\$70,000.00	\$40,000.00
October 1, 2022	\$67,500.00	\$42,500.00
November 1, 2022	\$65,000.00	\$45,000.00
December 1, 2022	\$62,500.00	\$47,500.00
January 1, 2023	\$60,000.00	\$50,000.00

Buyer acknowledges that as of the date of this Third Amendment, \$15,000 of the Deposit has been forfeited as provided in the Agreement.

4. As modified by the provisions contained herein, the Agreement shall remain in full force and effect.
5. This Third Amendment may be executed in counterparts and by facsimile or electronic signatures and shall be deemed an original agreement for all purposes.

*[Signature Page Follows]*

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EXECUTED AS SEALED INSTRUMENT AS OF THE DATE FIRST ABOVE WRITTEN:

**SELLER:** DocuSigned by:  
Jonathan M Nyberg 2/9/2022  
CC941CC8074142B...

**Jonathan M. Nyberg**  
DocuSigned by:  
Sara Q. Dolan 2/9/2022  
ADF4FF137716487...

**Sara Q. Dolan**

**BUYER:**

**MAJ Investment LLC**  
DocuSigned by:  
Matt Maggiore 2/9/2022  
E490B045D005E409...  
**By: Matthew P. Maggiore, its Manager**